

Shopify App Store Terms and Conditions

THE LEGAL AGREEMENT SET OUT BELOW IS BETWEEN YOU AND SHOPIFY INC. AND ITS AFFILIATES ("**SHOPIFY**") AND GOVERNS YOUR USE OF THE SHOPIFY APP STORE ("**APP STORE**") AND THE APP(S) (AS DEFINED BELOW) THAT YOU INSTALL AND/OR USE. BY INSTALLING OR USING AN APP, YOU AGREE TO BE BOUND TO THESE APP STORE TERMS AND CONDITIONS ("**AGREEMENT**"). IF YOU DO NOT ACCEPT ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE APP OR USE THE APP STORE. YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE A NON-ELECTRONIC SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

1. You can enhance your Shopify store ("**Shopify Account**") by installing application software products from the Shopify App Store ("**App(s)**"). There are two categories of Apps: (i) Apps that have been developed, and are licensed to you, by Shopify ("**Shopify App(s)**"); and (ii) Apps that have been developed, and are licensed to you, by a third-party developer ("**Third-Party App(s)**").
2. Shopify is the provider of the App Store and permits you to license the Apps for end user use only under the terms and conditions set forth in this Agreement. Where we write "us", "we" or "our", we mean Shopify. Where we write "you" or "your", we mean the owner, agent or employee of the Shopify Account installing the App. As a user of a Shopify Account, you are also subject to the [Shopify Terms of Service](#) and the [Shopify Privacy Policy](#). If there is any conflict between this Agreement, the Terms of Service or the Privacy Policy, the terms of this Agreement shall prevail.

3. END USER LICENSE AGREEMENT

1. The Apps made available through the App Store are licensed, not sold to you. Your license to each App that you obtain through the App Store is subject to your prior acceptance of the Agreement including this End User License Agreement ("**EULA**"), and you agree that the terms of this EULA apply to each App that you license through the App Store, unless, in the case of a Third-Party App, that App is developed by a third-party developer (the "**Application Provider**") and is covered by a valid end user license agreement entered into between you and the Application Provider, in which case the Application Provider's end user license agreement will apply to your installation and use of that Third-Party App. The EULA set out in this Agreement applies to all updates, substitutions, revisions and copies of the App. Your license to any Shopify App under this EULA is granted by Shopify, and your license to any Third-Party App under this EULA or separate end user agreement is granted by the Application Provider of that Third-Party App. The Application Provider or Shopify as applicable ("**Licensors**") reserves all rights in and to the App not

expressly granted to you under this EULA.

2. Licensor hereby grants you a limited, worldwide, non-exclusive, revocable, non-sublicensable, nontransferable license to use the App solely in association with your Shopify Account. You shall not transfer or sublicense any rights granted by this EULA, except as necessary for the use of the App by your Shopify Account and in accordance with the EULA or the Application Provider's end user license agreement.
3. You acknowledge that the license to each Shopify App that you obtain through the App Store is a binding agreement between you and Shopify. For Shopify Apps, you acknowledge that you are acquiring the license to each Shopify App from Shopify. Shopify is solely responsible for that Shopify App, the content therein, any warranties, to the extent that such warranties have not been disclaimed, and any claims that you or any other party may have relating to that Shopify App.
4. You acknowledge that the license to each Third-Party App that you obtain through the App Store, or you associate with your Shopify Account, is a binding agreement between you and the Application Provider. For Third-Party Apps, you acknowledge that (i) you are acquiring the license to each Third-Party App from the Application Provider; (ii) Shopify is acting as agent for the Application Provider in providing each such Third-Party App to you; and (iii) Shopify is not a party to the license between you and the Application Provider with respect to that Third-Party App. The Application Provider of each Third-Party App is solely responsible for that Third-Party App, the content therein, any warranties to the extent that such warranties have not been disclaimed, and any claims that you or any other party may have relating to that Third-Party App.
5. You acknowledge and agree that Shopify is a third-party beneficiary to the EULA for the Third-Party App, or the Application Provider's end user license agreement, as the case may be, for each Third-Party App. You also agree that, upon your acceptance of the terms and conditions of this Agreement and the EULA to any such Third-Party App, Shopify will have the right (and will be deemed to have accepted the right) to enforce such license against you as a third-party beneficiary thereof.
6. This license does not allow you to use the App with a Shopify Account that you do not own, control or are not authorized to act on behalf of. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the App. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the App). You may not attempt to, nor assist, authorize or encourage others to circumvent, disable, or defeat any of the security features or components, such as digital rights management software or encryption that protects or

otherwise restricts access to Apps, including both Shopify Apps and Third-Party Apps. Any attempt to do so is a violation of the rights of the Licensor and its licensors. If you breach this restriction, you may be subject to prosecution and third party damages.

7. Use of the App requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed internet is strongly recommended.
8. The terms of this EULA will govern any upgrades provided by Licensor that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

4. PRIVACY AND CONSENT TO USE OF DATA

1. By accepting this Agreement and installing and/or using the App, you grant the Licensor permission to collect, use and store information and technical data associated with your Shopify Account, including but not limited to information about you and/or your customers (which may include Personal Information, as defined in the Shopify [Privacy Policy](#)), your device, system and application software. This information is transmitted periodically to facilitate the services provided by the App and to provide software updates and product support.
2. Licensor requires, and you hereby represent and warrant that (i) Licensor is entitled to use the Customer Data as needed to provide the apps services (i) any data you submit to the Licensor during or in connection with your use of the App, has not been collected, stored, or transferred in violation of any law or contractual obligation applicable to you. If the App will have access to your customer's or employee's data or personal information, you shall cause each customer or employee to consent to the collection, use, storage and transmission of data to third parties prior to the collection of such data in a manner consistent with applicable law.
3. Your use of the App Store and the Shopify Apps is subject to Shopify's Privacy Policy, available at <https://www.shopify.com/legal/privacy>. By installing Third-Party App(s), you acknowledge and agree that the Application Provider may have access to your Shopify Account information and the Personal Information of you and/or your customers, and that while such information is in the possession of the Application Provider, such information will be treated in accordance with the Application Provider's privacy policy and terms of service, if applicable. As further outlined below, Shopify has no responsibility and will not be liable for the information you provide to the Application Provider pursuant to this Agreement. We encourage you to learn about the privacy practices of the Application Provider before installing any Third-Party App. For more information, please review the Application Provider's privacy

policy or contact the Application Provider directly.

5. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APP IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APP AND ANY SERVICES PERFORMED OR PROVIDED BY THE APP ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APP AND ANY SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. LICENSOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APP, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE APP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APP OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APP OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APP OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
2. SHOPIFY WARRANTS THAT IT WILL PROVIDE THE APP STORE SUBSTANTIALLY IN ACCORDANCE WITH THIS AGREEMENT. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, CONDITIONS OR PROMISES ABOUT THE APP STORE OR APPS, EXPRESSED OR IMPLIED, AND ALL SUCH WARRANTIES, CONDITIONS AND PROMISES ARE EXCLUDED TO THE FULL EXTENT PERMITTED BY LAW. WITHOUT LIMITATION TO THE FOREGOING:
 - i. SHOPIFY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE APP STORE OR ANY APP WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME SHOPIFY MAY REMOVE THE APP STORE OR ANY APP MADE AVAILABLE VIA THE APP STORE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE APP STORE OR ANY APPS MADE AVAILABLE VIA THE APP STORE AT ANY TIME, WITHOUT NOTICE TO YOU;

ii. SHOPIFY DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT THE APP STORE OR APPS WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND SHOPIFY DISCLAIMS ANY LIABILITY RELATING THERETO.

3. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR INCOME, LOSS OR CORRUPTION OF DATA, BUSINESS LOSS OR INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty US dollars (USD \$50.00). The foregoing limitations will apply even if the above stated remedy fails its essential purpose.

4. SHOPIFY SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SHOPIFY APP, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND SHOPIFY HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY. ANY INFORMATION SUBMITTED TO A THIRD-PARTY APP IS THE RESPONSIBILITY OF THE THIRD-PARTY APP DEVELOPER AND SHOPIFY SHALL NOT BE RESPONSIBLE IN ANY WAY.

6. WAIVER AND INDEMNITY

1. BY USING THE APP STORE AND APP, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD SHOPIFY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE APP STORE AND/OR YOUR USE OF APP, OR ANY ACTION TAKEN BY SHOPIFY AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM SHOPIFY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY

INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE APP STORE AND/OR APP, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF SHOPIFY'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

7. PAYMENTS, TAXES AND REFUND POLICY

1. The Licenser has set a licensing fee (in US dollars) in consideration for licensing the App to you for your use with your Shopify Account ("**License Fee**") and you hereby agree that the License Fee shall be either (i) a one-time fee paid upon installation, (ii) added to the monthly invoice for your Shopify Account, or (iii) invoiced to your Shopify Account on a usage basis. In the case of Third-Party Apps, the License Fee is set in the sole discretion of the Application Provider and Shopify merely collects the License Fee on behalf of the Application Provider, and may retain a portion of the License Fee in the form of a revenue share. The Licenser may change the License Fee at any time.
2. The License Fee will include the price of the App plus any applicable Tax (as defined in the Shopify [Terms of Service](#)); such Tax is based on the bill-to address and the Tax rate in effect at the time you install the App. We will charge Tax only in jurisdictions where digital goods are taxable.
3. If an App becomes unavailable following a transaction but prior to installation, your sole remedy is a refund, which must be initiated through the Licenser. If technical problems prevent or unreasonably delay delivery of the App, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Licenser.
4. You agree that you will pay the applicable fees for all products you purchase through the App Store, and that Shopify may charge your credit card or other form of payment that you indicate for any products purchased and for any additional amounts as determined by Licenser (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Shopify Account. WITH RESPECT TO YOUR USE OF THE APP STORE AND ANY APPS PURCHASED BY YOU, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING SHOPIFY WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.
5. Prices for Apps offered in the App Store are subject to change at any time. Shopify does not provide price protection or refunds in the event of a price reduction or promotional offering.
6. When you purchase an App, you will initially be charged at the rate applicable at the time of your agreement to install. If the price for the App is later changed, Licenser will notify you and give you the option to accept or decline

the price increase. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 30 days' prior notice before the charge is made. If you are given less than 30 days' prior notice, the price increase will not apply until the payment after the next payment is due. If you do not wish to pay the increased price for an App, you may cancel the subscription in the manner described on Shopify's app information page, available at: <https://docs.shopify.com/support/configuration/apps/how-do-i-uninstall-an-app>, and you will not be charged further amounts for the subscription, provided you have notified us no later than 30 days after the change has been made.

7. All sales of Apps are final and non-refundable, subject to the limited conditions set out above.

8. THIRD-PARTY MATERIALS

1. Certain content and services available via the App may include materials from third parties. The App may provide links to third-party websites as a convenience to you. You agree that Licensor is not responsible for examining or evaluating the content or accuracy of, and Licensor does not warrant and will not have any liability or responsibility for, any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Licensor is not in any way responsible for any such use by you.

9. INTELLECTUAL PROPERTY

1. You agree that the App Store and the App contain proprietary information and material that is owned by Shopify, the Application Provider and/or each party's licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the App in compliance with this Agreement and any third-party license agreement, as applicable. No portion of the App may be reproduced in any form or by any means, except as expressly permitted in this Agreement.

10. TERMINATION; SURVIVAL

1. If you fail, or Shopify suspects that you have failed, to comply with any of the provisions of this Agreement, Shopify, at its sole discretion, without notice to you may (i) terminate this Agreement and/or your Shopify Account, and you will remain liable for all amounts due as they relate to one or all of your Apps under your Shopify Account up to and including the date of termination.
2. The EULA granted pursuant to this Agreement is effective until terminated by you or Licensor. Your rights under the EULA will terminate automatically

without notice from the Licensor if you fail to comply with any term(s) of this Agreement. Upon termination of the EULA, you shall cease all use of the App and destroy all copies, full or partial, of the App. If you are dissatisfied with any aspect of an App at any time, your sole and exclusive remedy is to cease using it. Notwithstanding the foregoing, the following sections shall survive termination of the EULA and this Agreement: Privacy and Consent to Use of Data, Disclaimer of Warranties; Liability Limitation, Waiver and Indemnity, Intellectual Property; Use of Content and Governing Law.

3. Notwithstanding any other provision of this Agreement, Shopify reserves the right to change, suspend, remove, or disable access to the App Store (or any part or content thereof), any Shopify application program interfaces ("**APIs**"), or any App, content or other materials comprising a part of any App at any time without notice. This may affect your App and/or may require you or the Application Provider to make changes to the LApp. In no event will Shopify be liable for making changes to a Third-Party App. Shopify may also impose limits on the use or access to certain features or portions of the Apps, in any case and without notice or liability.

11. USE OF CONTENT

1. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, alter, modify, adapt, create derivative works or otherwise tamper with all or any part of the technology related to the App Store or the App, or to attempt or assist another person to do so. You agree not to access the App Store or Apps by any means other than through software that is provided by Shopify for accessing the App Store and Apps. You shall not access or attempt to access a Shopify Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the App Store, Apps and/or Shopify Accounts. Violations of system or network security may result in civil or criminal liability.

12. ELECTRONIC CONTRACTING

1. Your use of the Shopify App Store includes the ability to enter into agreements and/or to make transactions electronically for the purpose of installing Apps. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND PAYMENTS OWING BY YOU UNDER SUCH TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE SHOPIFY APP STORE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility. Shopify is not

responsible for typographic errors in this Agreement.

13. GOVERNING LAW

1. The laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding its conflicts of law rules, govern this license and your use of the App. Your use of the App may also be subject to other local, provincial, territorial, federal or international laws.

14. CHANGES TO THESE TERMS

1. Shopify may occasionally change the terms and conditions in this Agreement. If a material change is made, a notice will be posted in the Shopify App Store. If you continue to use Shopify and the App Store after these changes are posted, you agree to the revised Agreement.

Last updated July 4, 2017